

United States Bankruptcy Court
Southern District of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)

(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Aleiter Holdings LLC
Name of Transferee

The Royal Bank of Scotland plc
Name of Transferor

Court Claim #: multiple, see attached schedule
Claim Amount: see attached schedule

Name and Address where notices to Transferee
should be sent:

Aleiter Holdings LLC
c/o Chapman and Cutler LLP
1270 Avenue of the Americas
30th Floor
New York, NY 10020-1708
Tel: 212.655.2517
Email: halperin@chapman.com

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Aleiter Holdings LLC
By: Chapman and Cutler LLP, as authorized
signatory and not in the capacity as legal counsel to Aleiter Holdings LLC

By: Liam M Halperin
Name: Liam M Halperin
Title: Partner

Date: 11-21-13

SCHEDULE

	ISIN/CUSIP	Proof of Claim	Principal/Notional Amount	Transferred Amount (allowed, in USD)
1.	XS0345680655	59534	USD 200,000.00	200,000.00
2.	XS0302282602	59541	USD 200,000.00	164,734.63
3.	XS0276598538	59553	USD 100,000.00	88,312.27
4.	XS0364167006	59568	USD 500,000.00	506,333.33
5.	XS0363956722	59570	USD 1,130,000.00	929,021.74
6.	XS0362447558	59572	EUR 215,000.00	306,162.76
7.	XS0351766836	59576	EUR 200,000.00	283,821.15
8.	XS0323108265	59583	USD 260,000.00	260,000.00
9.	XS0307617315	59593	USD 200,000.00	165,051.05
10.	XS0302453005	59597	USD 500,000.00	417,123.35
11.	XS0339408584	59601	EUR 1,220,000.00	1,276,211.09
12.	XS0335576475	59615	EUR 465,000.00	659,884.18
13.	XS0331504745	59622	USD 300,000.00	136,415.80
14.	XS0331400027	59624	USD 390,000.00	220,146.46
15.	XS0227570750	59652	EUR 840,000.00	1,192,048.85

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **The Royal Bank of Scotland plc** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Aleiter Holdings LLC** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proofs of Claim identified by the Proof of Claim Numbers specified in Schedule 1 filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) each Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the same class and type as the Purchased Claim; (g) Seller has delivered to Buyer a true and correct copy of the Notice of Proposed Allowed Claim Amount ("Notice") for each Proof of Claim and no action was undertaken by Seller with respect to the Notice for each Proof of Claim; (h) Seller has provided to Purchaser a true and correct copy of the disbursement notices from the Debtor (which have not been supplemented, amended or revised by Seller) that set forth (A) the initial distribution paid by the Debtor on or about April 17, 2012, in the amount of \$245,617.59 (the "Initial Distribution"), (B) the second distribution paid by the Debtor on or about October 1, 2012, in the amount of \$165,747.56 (the "Second Distribution"), (C) the third distribution paid by the Debtor on or about April 4, 2013, in the amount of \$209,351.36 (the "Third Distribution"), and (D) the fourth distribution paid by the Debtor on or about October 3, 2013, in the amount of \$248,209.57 (the "Fourth Distribution") and, collectively with the Initial Distribution, the Second Distribution and the Third Distribution, the "Distributions") on or account of the Transferred Claims; and (j) other than Distributions, Seller has not received any payment or distributions, whether directly or indirectly, on account of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

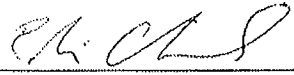
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller after the date of this Agreement and Evidence of Transfer of Claim in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of November 2013.

The Royal Bank of Scotland plc

By: 
Name: ROBIN CHALLIS
Title: MANAGING DIRECTOR

RBS Global Banking & Markets
135 Bishopsgate
London, EC2M 3UR, GB

Aleiter Holdings LLC

By: Chapman and Cutler LLP, as authorized
signatory and not in the capacity as legal counsel to
Aleiter Holdings LLC

By: _____
Name:
Title: Authorized Signatory

Aleiter Holdings LLC
c/o Chapman and Cutler LLP
1270 Avenue of the Americas
30th Floor
New York, NY 10020-1708
Tel: 212.655.2517
Email: halperin@chapman.com

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of November 2013.

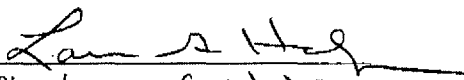
The Royal Bank of Scotland plc

By: _____
Name:
Title:

RBS Global Banking & Markets
135 Bishopsgate
London, EC2M 3UR, GB

Aleiter Holdings LLC

By: Chapman and Cutler LLP, as authorized
signatory and not in the capacity as legal counsel to
Aleiter Holdings LLC

By: 
Name: Lam G Halperin
Title: Authorized Signatory

Aleiter Holdings LLC
c/o Chapman and Cutler LLP
1270 Avenue of the Americas
30th Floor
New York, NY 10020-1708
Tel: 212.655.2517
Email: halperin@chapman.com

Schedule 1

Transferred Claims

Purchased Claim

1. 100.00% of Proof of Claim Number 59534 relating to ISIN XS0345680655 = \$200,000.00 (in allowed amount);
2. 100.00% of Proof of Claim Number 59541 relating to ISIN XS0302282602 = \$164,734.63 (in allowed amount);
3. 100.00% of Proof of Claim Number 59553 relating to ISIN XS0276598538 = \$88,312.27 (in allowed amount);
4. 100.00% of Proof of Claim Number 59568 relating to ISIN XS0364167006 = \$506,333.33 (in allowed amount);
5. 100.00% of Proof of Claim Number 59570 relating to ISIN XS0363956722 = \$929,021.74 (in allowed amount);
6. 100.00% of Proof of Claim Number 59572 relating to ISIN XS0362447558 = \$306,162.76 (in allowed amount);
7. 100.00% of Proof of Claim Number 59576 relating to ISIN XS0351766836 = \$283,821.15 (in allowed amount);
8. 100.00% of Proof of Claim Number 59583 relating to ISIN XS0323108265 = \$260,000.00 (in allowed amount);
9. 100.00% of Proof of Claim Number 59593 relating to ISIN XS0307617315 = \$165,051.05 (in allowed amount);
10. 100.00% of Proof of Claim Number 59597 relating to ISIN XS0302453005 = \$417,123.35 (in allowed amount);
11. 100.00% of Proof of Claim Number 59601 relating to ISIN XS0339408584 = \$1,276,211.09 (in allowed amount);
12. 100.00% of Proof of Claim Number 59615 relating to ISIN XS0335576475 = \$659,884.18 (in allowed amount);
13. 100.00% of Proof of Claim Number 59622 relating to ISIN XS0331504745 = \$136,415.80 (in allowed amount);
14. 100.00% of Proof of Claim Number 59624 relating to ISIN XS0331400027 = \$220,146.46 (in allowed amount); and
15. 100.00% of Proof of Claim Number 59652 relating to ISIN XS0227570750 = \$1,192,048.85 (in allowed amount).

Lehman Programs Securities to which Transfer Relates

	ISIN/CUSIP	Issuer	Guarantor	Proof of Claim	Principal/Notional Amount	Allowed Amount (USD)
1.	XS0345680655	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59534	USD 200,000.00	200,000.00
2.	XS0302282602	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59541	USD 200,000.00	164,734.63
3.	XS0276598538	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59553	USD 100,000.00	88,312.27
4.	XS0364167006	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59568	USD 500,000.00	506,333.33
5.	XS0363956722	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59570	USD 1,130,000.00	929,021.74

Schedule 1-1

6.	XS0362447558	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59572	EUR 215,000.00	306,162.76
7.	XS0351766836	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59576	EUR 200,000.00	283,821.15
8.	XS0323108265	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59583	USD 260,000.00	260,000.00
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10.	XS0302453005	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59597	USD 500,000.00	417,123.35
11.	XS0339408584	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59601	EUR 1,220,000.00	1,276,211.09
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13.	XS0331504745	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59622	USD 300,000.00	136,415.80
14.	XS0331400027	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59624	USD 390,000.00	220,146.46
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